

1. PAGE 1 OF 2 PAGES

11. THIS ITEM APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter, provided each letter makes reference to the solicitation and this amendment, and is received prior to the opening/receipt hour and date specified.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS AND MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

AOC 30
July 2004

CONTINUATION PAGE TO AOC 30

Page 2

AMENDMENT NO.: 002 Solicitation No.: RFP 050083

1. This amendment 002 is being issued to extend the solicitation closing date to November 03, 2005, by 1:00pm EST.
2. Questions received by 10/19/05 have been answered in the attachment "Questions and Answers".
3. The Site visit attendee list is attached.
4. This Amendment No. 002 is also issued to replace pages with those that have corrections and/or changes made to them as identified by the black lines in the right margin. Please replace the following pages with those currently in the solicitation package.

<u>Remove Page(s)</u>	<u>Insert Pages</u>
Section B Pages 1-6	Section B Pages 1-6a
Section C Pages 7-18	Section C Pages 7-18a
Section I Page 37-52	Section I Page 37-52
Section L Pages 67-68	Section L Pages 67-68
Section M Pages 70-72	Section M Pages 70-72
Attachment J.1 Page 8	Attachment J.1 Page 8
Attachment J.2 Page 3	Attachment J.2 Page 3

ATTACHMENT:

1. Questions and Answers
2. List of Site VisitAttendees

Distribution:

Contract File

Project Manager - George Rumore

Contracting Officer's Technical Representative - Chrissy Davidson

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

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SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 GENERAL PURPOSE

a) The Contractor shall provide the necessary qualified personnel, equipment and materials necessary to provide Janitorial/Grounds Maintenance and Snow Removal services as described herein as required by the Office of the Architect of the Capitol for the United States Capitol Police (USCP) Facilities, Washington, D.C.

NOTE: The custodial and related services for the United States Capitol Police Facilities is a new performance-based specification. These performance based specifications express the AOC's requirements in the form of Cleaning Quality Requirements. The Contractor will determine how often the work is to be performed, how much labor is needed to perform the tasks, what methods will be used to complete the job and which materials and equipment are needed. Cleaning Quality Requirements are provided as the Government's best gauge of the minimum quality standards to be met. The results of the work performed under this contract will conform to the Cleaning Quality Requirements and the AOC expects that upon daily or periodic inspections that these minimum standards will be met or exceeded.

NOTE: Contract MUST be equipped to accept the Government Credit Card for Additional Services.

NOTE: There is no incumbent Contractor, therefore, the AOC does not have a total pay out for this work. Only a small portion of the work has been done through Purchase Orders.

B.2 UNIT PRICES

a) The unit prices (hourly labor rates) provided shall be fully loaded rates to include O/H, G&A, and profit/fee.

The unit price shall include all costs associated with ensuring that janitorial and related services are in accordance with the Cleaning Quality Requirements as indicated in the article entitled "SCOPE AND DESCRIPTION OF WORK" in Section C, to include all labor, material and equipment cost and any associated fees. The unit price shall take precedence over the total price.

B.3 CONTRACT LINE ITEM NUMBER (CLIN) INFORMATION

a) CLIN(s) 003, 103, 203, 303, 403 - shall be funded with an estimated not-to-exceed ceiling dollar amount at the Government's discretion.

b) CLIN(s) 003, 103, 203, 303, 403 - SNOW REMOVAL SERVICES: This not to exceed (NTE) dollar (\$) amount includes reimbursement costs for labor, materials, chemicals, and equipment necessary for the clearing and removal of snow and ice accumulation performed in accordance with Section C.19 Snow Removal Services.

B.4 SCHEDULE OF ITEMS

BASE YEAR
(Award of Contract through September 30, 2006)

Item No.	Description	Qty	U/M	Unit Price	Total Price
001	Perform Janitorial services in the USCP Facilities in accordance with the requirements of this contract	9	Month	\$ _____	\$ _____
002	Perform Grounds Maintenance Services in accordance with the Specifications and Attachments	9	Month	\$ _____	\$ _____
003	Perform Snow Removal Services in accordance with Section C.19 (Price includes all fully burdened labor, equipment and supplies)	As needed	Hour	\$ _____	NTE Amount (To be completed by Government) \$ _____

Item No.	Description	Hourly Rate (fully burdened)	*Estimated Hours	Total Price
004	Perform Miscellaneous Utility Jobs as described in Section C.2.c	\$ _____	240	\$ _____
TOTAL BASE YEAR CONTRACT PRICE			\$ _____	

OPTION YEAR 1
(October 1, 2006 through September 30, 2007)

Item No.	Description	Qty	U/M	Unit Price	Total Price
101	Perform Janitorial services in the USCP Facilities in accordance with the requirements of this contract	12	Month	\$ _____	\$ _____
102	Perform Grounds Maintenance Services in accordance with the Specifications and Attachments	12	Month	\$ _____	\$ _____
103	Perform Snow Removal Services in accordance with Section C.19 (Price includes all fully burdened labor, equipment and supplies)	As needed	Hour	\$ _____	NTE Amount (To be completed by Government) \$ _____

Item No.	Description	Hourly Rate (fully burdened)	*Estimated Hours	Total Price
104	Perform Miscellaneous Utility Job as described in Section C.2.c	\$ _____	240	\$ _____
TOTAL OPTION YEAR 1 CONTRACT PRICE			\$ _____	

OPTION YEAR 2
(October 1, 2007 through September 30, 2008)

Item No.	Description	Qty	U/M	Unit Price	Total Price
201	Perform Janitorial services in the USCP Facilities in accordance with the requirements of this contract	12	Month	\$ _____	\$ _____
202	Perform Grounds Maintenance Services in accordance with the Specifications and Attachments	12	Month	\$ _____	\$ _____
203	Perform Snow Removal Services in accordance with Section C.19 (Price includes all fully burdened labor, equipment and supplies)	As needed	Hour	\$ _____	NTE Amount (To be completed by Government) \$ _____

Item No.	Description	Hourly Rate (fully burdened)	*Estimated Hours	Total Price
204	Perform Miscellaneous Utility Job as described in Section C.2.c	\$ _____	240	\$ _____
TOTAL OPTION YEAR 2 CONTRACT PRICE			\$ _____	

OPTION YEAR 3
(October 1, 2008 through September 30, 2009)

Item No.	Description	Qty	U/M	Unit Price	Total Price
301	Perform Janitorial services in the USCP Facilities in accordance with the requirements of this contract	12	Month	\$ _____	\$ _____
302	Perform Grounds Maintenance Services in accordance with the Specifications and Attachments	12	Month	\$ _____	\$ _____
303	Perform Snow Removal Services in accordance with Section C.19 (Price includes all fully burdened labor, equipment and supplies)	As needed	Hour	\$ _____	NTE Amount (To be completed by Government) \$ _____

Item No.	Description	Hourly Rate (fully burdened)	*Estimated Hours	Total Price
304	Perform Miscellaneous Utility Job as described in Section C.2.c	\$ _____	240	\$ _____
TOTAL OPTION YEAR 3 CONTRACT PRICE			\$ _____	

OPTION YEAR 4
(October 1, 2009 through September 30, 2010)

Item No.	Description	Qty	U/M	Unit Price	Total Price
401	Perform Janitorial services in the USCP Facilities in accordance with the requirements of this contract	12	Month	\$ _____	\$ _____
402	Perform Grounds Maintenance Services in accordance with the Specifications and Attachments	12	Month	\$ _____	\$ _____

403	Perform Snow Removal Services in accordance with Section C.19 (Price includes all fully burdened labor, equipment and supplies)	As needed	Hour	\$ _____	NTE Amount (To be completed by Government) \$ _____
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Item No.	Description	Hourly Rate (fully burdened)	*Estimated Hours	Total Price
404	Perform Miscellaneous Utility Job as described in Section C.2.c	\$ _____	240	\$ _____
TOTAL OPTION YEAR 4 CONTRACT PRICE			\$ _____	
GRAND TOTAL (Base Year plus Option Years 1, 2, 3, 4)			\$ _____	

NOTE: Failure to bid on all items will cause your offer to be rejected.

***NOTE:** The hours per line item presented herein are estimates only and their inclusion herein does not bind the Government to the procurement of the exact man-hours listed above.

B.4 AOC52.222-4 OVERTIME WORK (AUG 2004)

No extra reimbursement will be allowed for work performed outside regular working hours or on Saturdays, Sundays, or holidays and, for work performed in the District of Columbia, Presidential Inauguration Day, unless such work is authorized by the Contracting Officer; and provided such work is not otherwise required to be performed under the terms of the contract. If said authorization is verbal, with written verification thereof by signature of the Contracting Officer on the employee's weekly time record (see AOC52.232-2, Payments - Services or AOC52.232-3, Payments - Services Utilizing Time Records).

END OF SECTION B

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 DEFINITIONS

- a) **Emergency Service:** Any emergency service that occurs during normal hours, or when the Contractor Staff is on site. Emergency service is required to keep all assigned areas safe. Emergency service includes cleaning up water or debris caused by inclement weather, precipitation, wind, broken or leaking pipes, sinks, toilets, drinking fountains, mud or water tracked through the buildings, spilled drinks, and other similar occurrences. Since the purpose of this service is to help eliminate the risk of personal physical injury, it may be reported to the Contractor by any occupant, at any time, and the Contractor must respond immediately. Any question to the legitimacy of an emergency service request shall be immediately (within 24 hours) brought to the attention of the Contracting Officer (CO) in writing.
- b) **Emergency Non Standard Work Order:** Any emergency work outside of the scope of this contract, such as flood or other emergency situation (excluding terrorists attacks) that occurs at a time when Contractor Staff are off duty (weekend, Government holiday, late at night, etc...). In such cases, the Contractor shall provide service immediately until the emergency situation is resolved.
- c) **Misc. Utility Jobs:** Up to one (1) hour a business day of labor available at the COTR's request to accomplish the type of work specified in C.2.(c). Not to exceed 240 hours per year.
- d) **Vacant Space:** Any office space designated by the Contracting Officer's Technical Representative (COTR) that is unoccupied, and not being used to conduct business.
- e) **Daily:** Services performed once or more every 8 hour - period.
- f) **Weekly:** Services performed once every seven (7) day period with a minimum of five (5) days between services.
- g) **Bi-weekly:** Services performed during each fourteen (14) day period with a minimum of ten (10) days between services.
- h) **Monthly:** Services performed during calendar months at intervals of twenty-eight (28) to thirty-one (31) days.
- i) **Bi-Monthly:** Services performed once every sixty (60) calendar days, with a minimum of four-five (45) days between services.
- j) **Quarterly:** Services performed during the contract period at intervals of eighty (80) to one hundred (100) days. It is to be considered that there are four (4) quarterly periods within any twelve (12) month period. The Contractor shall endeavor to adhere to a ninety (90) day schedule for the various sections. These services are subject to advance scheduling.
- k) **Semi-Annually:** Services performed during the contract period of 160 to 200 days. It is to be considered that there are two (2) semi-annual periods within any 12 month period. These services are subject to advance scheduling.
- l) **Annually:** Services performed during the period at intervals of every 262 to 365 days. It is to be considered that there is one annual period within any 12-month period. These services are subject to advance scheduling.

- m) Windows: All glass surfaces around the perimeter of the buildings. Included also are various interior finishes such as door glass, glass partitions, etc....
- n) Floor Maintenance: All floors accessible to floor machines shall receive floor maintenance.
- o) Janitorial Closet: Various points throughout the buildings for storing equipment including mops, brooms, dust cloths, and other items.
- p) Compactor Operator: A Contractor employee who dumps all trash collected into the compactor hopper and operates to compact the trash.
- q) Office: A room in which administrative and/or clerical activities are conducted.
- r) Main Corridor: Passageway.
- s) Secondary Corridors: All corridors other than the main corridor.
- t) Dusting: Application of treated hand dust rag on all horizontal and vertical surfaces below 72 inches.
- u) Spot Cleaning: Removal of stains or marks from specific areas of carpeted or tiled floors.
- v) Vacuum: To utilize vacuum machine to vacuum all exposed carpeted surfaces.
- w) Snow Removal: Clearing and preventing snow and ice from walkways, landings, steps etc.

C.2 GENERAL STATEMENT - SCOPE OF WORK

- a) The Architect of the Capitol (AOC) is seeking a Janitorial/Cleaning Contractor to provide all management, supervision, labor, materials and equipment to provide the full range of Janitorial/Grounds Maintenance and Snow Removal Services for the United States Capitol Police Facilities as noted in the clause entitled PERFORMANCE LOCATIONS at Paragraph F.2 and this section, under a firm-fixed unit price contract. The Contractor shall perform the work required by this contract in accordance with established AOC cleaning standards as defined in attachments J.6 entitled "CLEANING STANDARDS (05/04)" and J.7 entitled "DAY CLEANING OPERATIONS (05/04)" (for guide purposes only) and the requirements stated herein, including attachments J.1 entitled "ROUTINE TASKS AND FREQUENCIES" and J.2 entitled "PERFORMANCE STANDARDS" listed in Section J. The scope of work described in this document quantifies general levels of service expectations and shall not be construed as all inclusive.
- b) Failure to perform in accordance with the statement of work shall be subject to provisions of the articles entitled "NON-PERFORMANCE OF SERVICES," "DEDUCTIONS FOR NON-PERFORMANCE OF SERVICES," and "NON-WAIVER" in Section G.
- c) The Contractor shall provide one (1) hour per day to perform miscellaneous utility jobs as requested by the COTR or his designated Representative. Some examples include special cleaning, floor maintenance, assisting in moving furniture and equipment, moving boxes etc .(up to 50 lbs.) Tracking of these hours will be by service call desk's utility tickets.
- d) Under unique emergency situations, i.e., water damage from broken pipes, natural or man made emergencies (excluding terrorists attacks), an Emergency Work Order (EWO) for additional services may be placed orally by the COTR or his designated representative. In doing so, the COTR will notify the CO within 24 hours. Within five (5) days of the emergency, the Contractor shall provide the CO with a written notification which includes the date and times (begin and end) of the emergency, the nature of the

emergency, and a detailed cost proposal along with a funding document. The CO shall confirm EWO's in writing. The Contractor shall be responsible for the first five hundred dollars (\$500.00) in emergency repairs, up to 10 emergencies per year. The Contractor shall be compensated for repairs after the first five hundred dollars and after negotiations (if necessary) are concluded.

e) Some tasks shall be performed after normal working hours in order to minimize disruption of Government business. Floor stripping and waxing, carpet cleaning (annual cleaning), garage floor cleaning, etc... shall be accomplished after normal working hours.

C.3 KEYS

a) The Contractor will be issued keys for space assigned for office and storage use. Most space in the building will be unlocked and is accessible during normal working hours. Some areas remain locked however, and require scheduled work in accordance with this contract. In such cases, the Contractor shall notify the COTR or designated Representative in writing within 8 hours of being lost and access will be arranged.

b) Contractor employees will be issued Key Cards as necessary to gain access into the building during authorized working hours. Lost Key Cards will be reported to the COTR or designated Representative immediately (within 24 hours of key cards being lost).

c) The Contractor shall be required to replace, or to reimburse the Government for replacement, or re-keying of locks as a result of the Contractor losing keys. In the event a master key is lost or duplicated, all locks and keys for the system shall be replaced by the Government, with the total cost deducted from the monthly payment due to the Contractor.

d) The Contractor shall report to the COTR the occurrence of a lost key or keys immediately (within 24 hours of keys being lost).

e) It is the responsibility of the Contractor to prohibit the use of keys issued by the Government of any persons other than the Contractor's employees. It is also the responsibility of the Contractor's employees to prohibit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas.

f) Lock rooms in security areas after cleaning and return keys to the designated office as applicable.

C.4 STORAGE SPACE, TELEPHONE AND RECORDS

a) The Government shall provide designated space in the buildings and a reasonable amount of utilities from existing sources. These utilities are to be used for the performance of this contract. The Contractor shall maintain such building space to the same standards as similar areas occupied by the Government. The Contractor shall not make any alterations to the space except with written permission of the COTR. The Contractor shall vacate such building space and restore the premises to the condition in which received, at its expense, fair wear and tear excepted, by end of contract period.

b) Space may be assigned, as available in the building, for the storage of an inventory of supplies and equipment that will be used in the performance of work under the contract. The supplies and equipment will be used in the performance of work under the contract. The Contractor shall keep such areas clean and orderly at all times. The Government will not be responsible in any way for damage or loss to the Contractor's stored supplies, materials, or equipment replacement parts.

c) The Contractor shall maintain and shall make available to the Contracting Officer's Technical Representative (COTR), upon request, all payroll records, training records, invoices for materials, books of accounts and other relevant records pertinent to this Contract for the purpose of inspection and audit of such records.

d) Telephones are for the Contractors' use in making calls in the buildings is for business purposes only. The Contractor shall provide and bear the expense for cellular telephone service, for private outside business for his/her use in making calls outside the building, including answering service for their on-site supervisory staff. In addition the Contractor shall provide the Supervisor(s) /Contract Job Manager(s) with paging devices or other communication devices to be worn at all times during the performance of the work.

C.5 SUPERVISION/CONTRACT JOB MANAGER

a) The Contractor shall provide an adequate number of trained, qualified, full-time, on-site Supervisor(s)/Contract Job Manager(s), exclusively for the Contract. The Supervisor(s)/Contract Job Manager(s) shall be literate to include: reading, writing, speaking and understanding the English language; and be able to adequately communicate with all of the Service Workers. Supervisors(s)/Contract Job Manager(s) shall have full authority to act for the Contractor and serve at all times to carry out the provisions of the Contract. Should the Supervisor(s)/Contract Job Manager(s) be away from the site or otherwise not able to respond to pages or telephone calls, another authorized person shall be designated in writing to act in his place, and with commensurate authority for the Contractor.

b) The Supervisor(s)/Contract Job Manager(s) shall make sufficient inspections to ensure the services are performed as specified. In addition to these inspections, the Supervisor(s)/Contract Job Manager(s) shall prepare a written inspection of at least one Area Assignment Tour each day. The Supervisor(s)/Contract Job Manager(s) shall use Assignment Checklists as appropriate for these inspections. The Supervisor(s)/Contract Job Manager(s) shall provide a copy of all such inspections to the Contracting Officer's Technical Representative (COTR) at the end of the work shift during which the inspection was conducted.

c) All supervisory personnel engaged in directing work to be accomplished under this contract shall be experienced in directing custodial or similar type activities.

d) The Supervisor(s)/Contract Job Manager(s), or his designee, shall be on-call at all times during the performance of the work. The Supervisor(s)/Contract Job Manager(s) shall make himself available to the Contracting Officer's Technical Representative (COTR) to discuss performance of the work or other provisions of the Contract.

e) The Supervisor(s)/Contract Job Manager(s) shall be adequately trained in the compliance of all applicable OSHA, EPA, and other Federal, State and Local laws and regulations regarding the equipment and materials that may be encountered in the performance of the work.

f) The Contracting Officer's Technical Representative (COTR) may request the Contractor to remove any Supervisor/Contract Job Manager if it is determined the individual is not performing the work in accordance with the terms and conditions of the Contract.

g) The Contractor shall maintain a list of all employees working in the USCP Facilities. This list shall be maintained and updated at all times, and shall be given to the Contracting Officer (CO) or the Contracting Officer's Technical Representative (COTR) upon request.

h) The Contractor shall assign sufficient daytime staffing to be responsive to complaints relating to cleaning. The supervisor or his/her representative shall respond within eight (8) hours after notification. Emergencies shall be responded to immediately, within thirty (30) minutes after receiving notice of the

emergency. The Contractor shall provide the telephone and or pager numbers of the supervisor and alternate to the CO within Ten (10) calendar days from the effective date of the contract.

C.6 CONTRACTOR'S PERSONNEL

- a) The Contractor shall provide trained and qualified personnel at all levels of required job performance. The Supervisor(s)/Contract Job Manager(s) and all assigned employees shall be able to perform the work in accordance with the Contract Documents.
- b) Within the premises whether on or off duty, the Contractor's employees shall conduct themselves in an orderly and safe manner. Smoking is not permitted. Fighting or engaging in horseplay, being under the influence of alcohol or drugs, or bringing alcohol or drugs into any of the USCP facilities, gambling, soliciting, stealing, taking pictures or bringing cameras or other photographic devices anywhere on the property, and any immoral or otherwise undesirable conduct shall not be permitted and shall result in immediate and permanent removal of any employee engaging in such conduct from work under this contract.
- c) The personnel employed by the Contractor shall be trained in custodial type work. The building shall be fully staffed beginning the first day of work under the contract. The Contractor's employees shall be made familiar with the building fire alarm system and trained by AOC personnel on the procedures to follow in the event of fire or other emergency.
- d) No food or beverage is to be consumed by Contractor employees anywhere except for spaces designated by the AOC, or the cafeterias during their hours of operation. In addition, Contractor employees are not allowed to take breaks in any area other than spaces designated by the AOC.
- e) The Contractor will not use passenger elevators during public hours to move freight, supplies or equipment unless approval is obtained in advance from the Contracting Officer or his designated representative. Such use will be restricted to the freight elevator except when the building is closed. The Contractor will be responsible for the protection of any elevator used to transport supplies, equipment and materials. The Contractor will be held liable for any damage by Contractor employees.
- f) The Contractor will be allowed to use the loading dock for receipt and shipment of supplies, equipment and materials. The Contractor is required to coordinate the receipt and/or deliveries to avoid interference with other operations. The Contractor may be subject to security checks by the U.S. Capitol Police on all incoming and outgoing deliveries. Vehicle access to the loading dock during night-time hours shall be coordinated with the U.S. Capitol Police.
- g) It is the responsibility of the Contractor to ensure that all articles of possible personal or monetary value found by the Contractor's employees are turned into Building Security.
- h) The CO has the authority to restrict the employment, under the contract, of any Contractor employee who is identified as a potential threat to the health, safety, security, general well being or operational mission of the Facilities and their populations. The CO may require the Contractor to remove any employee from the job site found objectionable by the Government. The removal from the job site of such persons shall not relieve the Contractor of the requirement to provide sufficient personnel to perform adequate and timely services.
- i) The Contractor shall immediately notify the COTR and CO in writing when a decision to terminate an employee has been made.
- j) The Government may require medical screening of Contractor personnel, at Contractor expense, to ascertain whether employee(s) have been using controlled substances.

- k) The Contractor shall ensure appropriate staff participation in any training scheduled by the Government during normal working hours.

C.7 GOVERNMENT FURNISHED UTILITIES AND EQUIPMENT

- a) Electrical power at existing outlets will be furnished to the Contractor for the operation of such equipment necessary for the effective performance of the contract work. Portable cords for power-operated equipment shall be properly grounded and installed as approved by the Architect of the Capitol. The Government will not be held responsible for power outages. Hot and cold water is also provided, from existing outlets. No new supply locations or special temperature sources of hot or cold water will be provided. The Contractor shall protect from damage all existing outlets for utilities and shall repair any damage to these facilities resulting from failure to comply with the requirements of the Contract, or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor. In addition, the Contractor shall use all reasonable care to conserve the utilities provided.
- b) Janitor's closets, where available, shall be kept clean by the Contractor. Closets shall not be used for storage of other items than these identified in the contract.
- c) The Contractor shall be directly responsible for instructing employees in utility conservation practices. The Contractor shall be responsible for operation under conditions, which preclude the waste of utilities.
- d) The Contractor employees shall not adjust mechanical equipment controls for heating, ventilation and air conditioning systems.
- e) Lights shall be used only in areas at the time when work is actually being performed.
- f) Water faucets or valves shall be turned off after the required usage is complete.
- g) Windows shall be closed and lights and fans turned off when not in use.

C.8 CONTRACTOR FURNISHED SUPPLIES, MATERIALS, CHEMICALS, TOOLS AND EQUIPMENT

- a) The Contractor shall provide all cleaning materials required to execute the contract. The Contractor shall provide Material Safety Sheets (MSDS) to the COTR for approval prior to the use of any chemicals used in the performance of this contract. See the article entitled "MATERIAL SAFETY DATA SHEETS" in Section I and Attachment J.3 entitled, 'CHEMICALS AND SUPPLIES', for additional requirements for these items.
- b) The Contractor shall, to the greatest extent possible, use products with recycled materials. Preference should be given to concentrated cleaning products which use ecologically sound packaging, and are phosphate-free, non-corrosive, nonflammable, and fully biodegradable.
- c) Any material which the COTR suspects of not meeting federal specifications shall be tested by a recognized testing laboratory at the Contractor's expense when requested by the Contracting Officer's Technical Representative. A copy of the laboratory report giving the results of the test and a sample of each product shall be submitted to the COTR.

- d) All applicable contractor-furnished equipment (e.g., cleaning carts, scrubbers, buffers, vacuums, etc.) shall include bumpers/guards of some type to prevent marking or scratching of fixtures, furnishings, or building surfaces.
- e) All electrical equipment used by the Contractor shall meet all safety requirements of this contract and shall be UL approved. This equipment must operate using existing building circuits. It shall be the responsibility of the Contractor to prevent the operation or attempted operation of electrical equipment, or combinations of equipment, which require power exceeding the capacity building circuits. Inoperable equipment is not cause for tasks not to be performed; appropriate deductions will be made by the CO.
- f) The Contractor shall furnish and use beater bar and HEPA filtered type vacuums for carpeted floors.
- g) The Contractor shall furnish replacement black/gray plastic trash can liners for each trash can.
- h) The Contractor shall furnish paper hand towels, toilet paper, both hand and shower soap, replacement deodorizer cartridges and sanitary toilet seat covers for all toilet rooms. Samples shall be submitted to the COTR for approval prior to the effective date of the contract, and whenever a change occurs. The Contractor shall give the COTR examples with their proposal of paper towel dispensers that could be more suitable for the headquarters building after the Contract has been awarded.
- i) The Contractor shall furnish and stock feminine sanitary supplies in the Women restrooms, refund for malfunctions and keep dispensers in working order.
- j) The Contractor shall provide protective gloves, safety eyeglasses and any other safety equipment needed to execute the contract.
- k) The Contractor shall provide the necessary labor, supplies and equipment needed to perform grounds maintenance services (policing of trash only) in accordance with the terms of the contract.
- l) Environmental requirements for industrial and institutional cleaners, the Contractor shall use "Green Cleaners."

C.9 SAFETY AND HEALTH

- a) The Contractor shall notify the COTR in writing at least fourteen (14) calendar days prior to intended use of any chemicals.
- b) Contract employees are required to wear protective gloves when emptying trash receptacles.
- c) Contractor Employees must report surfaces that are obviously contaminated with blood or bodily fluid to the USCP and to the COTR before removing or handling such items. Contractor employees must wear gloves when handling such items or surfaces obviously contaminated with blood or bodily fluid. The Contractor shall report all such cases to the COTR and the USCP immediately.
- d) Hands and other skin surfaces should be washed immediately (right after gloves are removed) and thoroughly with water and antiseptic cleanser if contaminated with blood or other bodily fluids.
- e) Hands should be immediately (right after gloves are removed) washed after gloves are removed.
- f) Contractor Employees should wear eye protection when cleaning toilets, sinks, or other fixtures.

- g) Clothing which becomes contaminated with blood or other bodily fluids should be removed immediately (or as soon as possible) and separated from other clothing until properly laundered.
- h) Areas and equipment, which become contaminated with blood or other bodily fluids, should be cleaned immediately with a bleach solution in accordance with existing practices.
- i) Precautions must be taken to prevent injuries caused by needles, syringes and other sharp objects. The Contractor shall report such items (if found) to the USCP and the COTR immediately. The Contractor shall let the USCP remove such items.
- j) Contractor employees must report all injuries, no matter how slight, to the Contractor's supervisor immediately (within 30 minutes of the time the injury accrued). All injuries should also be reported to the COTR.
- k) "Caution-wet-floor" signs are to be used as needed whenever a slippery floor condition is identified.

C.10 UNIFORMS

- a) The Contractor shall require all employees, including Supervisors, to wear distinctive clothing for ready identification, and assure that every employee is in uniform from the date an employee first enters on duty. Employees shall wear shirts and trousers, coveralls, or full sized smocks, as appropriate. The uniforms shall have the Contractor's name easily identifiably affixed in a permanent, or semipermanent manner, such as a badge or monogram. Any color, or color combination may be used for uniforms. Employees shall be required to dress neatly, commensurate with the tasks being performed. The Government will restrict access if employees are improperly attired. In addition, the Contractor's employees shall be required to wear Government identification cards while on duty as described in the article entitled "SPECIAL SECURITY REQUIREMENTS" in Section H.

C.11 NEEDED REPAIRS

- a) The Contractor shall be responsible for promptly notifying the Contracting Officer's Technical Representative, or his designated representative, of needed repairs and/or damage to fixtures or the facility observed during the performance of the work (e.g., chemical spill, leaking pipe, stopped up sink, power outage, and doors or other equipment that appear to be working improperly). See attachment J.4 entitled "FORM A - NEEDED REPAIRS REPORT" listed in Section J, as an example of the type of form the Contractor shall use for this purpose. Any item of a critical, priority, or emergency nature will be verbally reported to the Contracting Officer's Technical Representative immediately upon discovery with written notification to follow prior to the end of the work shift.

C.12 SUBMITTALS

- a) Within fifteen (15) calendar days after award, and at the beginning of each contract period, the Contractor shall prepare and furnish a copy of an organization chart for janitorial forces and supervisors working under this contract. The organization charts shall be updated whenever a change is made and shall show assigned work areas of each employee, by name, position and scheduled hours of work. Any Changes in Key Personnel, i.e: Supervisors/Contract Job Managers, must be approved through the Contracting Officer. All updated copies of the organizational chart shall be given to the COTR within two business days of any changes.
- b) The schedule will indicate the hours of the daily work and the days of the week that weekly work will be performed. The proposed schedule shall list the type of work to be performed, the areas to be worked, the estimated time to complete the work in each area, and when scheduled services performed weekly or less

frequently fall on a holiday, the alternate dates shall be specified. The Operating Plan shall also include a list of all cleaning supplies to be used, subject to the COTR approval.

c) Within thirty (30) days after Contract award, the Contractor shall submit a written snow/ice removal plan to the COTR that details the Operating Plan and Procedures which shall be followed to satisfy the requirements "Under Snow Removal" listed in Attachment J.1. The Contractor shall insure that all emergency phone numbers of key personnel involved in the snow removal plan are listed.

d) The Contractor shall establish a complete Quality Control Program to ensure the requirements of the contract are met. It shall be submitted to the CO for approval within ten (10) calendar days from the effective date of the contract. Any amendments to the same shall be submitted to the CO at least ten (10) days prior to implementation for approval. The program shall, at a minimum, include the following:

1. An internal inspection system covering all the services to be performed under this contract. It must include a checklist that will specify areas to be inspected on either a scheduled or unscheduled basis and the title of the individual(s) who will do the inspection.

e) The Contractor shall provide a method for identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable. This method shall be approved by the COTR.

f) A method of ensuring that all keys or key cards issued to the Contractor by the Government are not lost, misplaced, and are not used by unauthorized persons, this method shall be approved by the COTR.

g) A file of all inspections conducted by the Contractor and the corrective action taken. This documentation shall be provided to the COTR within seven (7) calendar days from the date requested by the Government. The Government will monitor the Contractor's performance under this contract using the quality assurance procedures specified herein.

h) The quantities listed in Attachment J.5 "Building Statistics Information" represent estimates. Ten (10) days after the Contract has been approved a joint space survey shall be conducted between the Government and the Contractor representatives to confirm and agree that figures provided in Technical Exhibit One (1) are in fact accurate. Any changes to these figures shall be brought to the attention of the CO and an appropriate modification will be made to the contract.

i) Within fifteen (15) calendar days after award of the contract, and at the beginning of each contract period, the Contractor shall submit to the COTR a detailed and complete Operating Plan with the annual schedule of the dates of all services to be performed. In addition, the schedule will indicate the hours of the daily work and the days of the week that weekly work will be performed. The proposed schedule shall list the type of work to be performed, the areas to be worked, the estimated time to complete the work in each area, and when scheduled services performed weekly or less frequently fall on a holiday, the alternate dates shall be specified. The Operating Plan shall also include a list of all cleaning supplies to be used, subject to the COTR approval.

C.13 PARKING

a) No parking permits or spaces will be provided for the Contractor or his employees.

C.14 TIMELY PERFORMANCE

a) The Contractor shall be responsible for the complete and timely performance of all the services under the Contract.

b) If the Contractor fails to maintain the approved schedule of progress, or if in the opinion of the Architect of the Capitol, the Contractor's work methods are not adequate to assure completion of the work per the allotted schedule, the Architect of the Capitol may direct the Contractor, at no additional costs to the Architect of the Capitol, to revise his work schedule to ensure completion of the work.

C.15 SHIFT REPORT

a) At the beginning of each work shift, the Supervisor/Contract Job Manager shall report, in writing, to the Contracting Officer's Technical Representative area assignments which were not filled from the previous shift.

b) The Contractor shall prepare, keep on file and furnish a copy to the Contracting Officer's Technical Representative by the end of each work shift, a shift report which includes the following information for the previous work shift:

1. A list of the names of all personnel present for work, showing the name of each person for each Area Assignment, as certified by the Contractor's time records.
2. The format of this document shall be approved in advance by the COTR.

c) The Contractor shall post inspection tour sheets at the request of the COTR at each facility location.

d) The Contractor shall be required to sign in and sign out of each facility when entering or leaving a USCP facility. This includes both supervisors and non-supervisors. The Government shall provide a log book for this task at each facility.

e) The Contractor shall provide a file of all inspections conducted by the Contractor and the corrective action taken. This documentation shall be provided to the COTR within seven (7) calendar days from the date requested by the Government. The Government will monitor the Contractor's performance under this contract using the quality assurance procedures specified in the contract.

C.16 CHANGES OF SPACE

a) The quantities listed in Technical Exhibit One (1) represent estimates. Ten (10) days after the Contract has been approved a joint space survey shall be conducted between the Government and the Contractor representatives to confirm and agree that figures provided in Technical Exhibit One (1) are in fact accurate. Any changes to these figures shall be brought to the attention of the CO and an appropriate modification will be made to the contract.

b) If, at any time in the life of this contract, the amount of space in a specific area of Technical Exhibit One (1) changes more or less than 5,000 square feet, it shall be brought to the attention of the COTR in writing by the Contractor, and an appropriate modification will be made to the contract.

c) Changes to the occupied space that the Contractor is required to clean will generally be in the category of general carpeted office space. When blocks of space that total 5,000 square feet or more are either expected to remain unoccupied, or become occupied, for 30 calendar days or longer, adjustments will be made to the monthly payments due to the Contractor. The Government will notify the Contractor, in writing of the effective date of the areas that are to be dropped, and/or added to the normal cleaning schedule at least three full working days in advance of these dates. The period for any adjustment for changes in space will begin on the effective date as stipulated in writing. The 5,000 square feet may be made up of small blocks of space in the same building.

d) The adjustment for vacant space will be computed as follows:

- .1 Monthly Adjustment = Daily adjustment rate multiplied by square footage of vacant space; further multiplied by number of workdays (include holidays) in the month the space was vacant.

e) A modification to the contract will be issued to reflect the adjusted requirements under the contract.

C.17 RELIEF FOR ABSENTEEISM AND VACATION SCHEDULES

a) The Contractor shall provide relief personnel as necessary and work overtime if required at no additional cost to the Architect of the Capitol to ensure that the work is performed as specified.

C.18 ADDITIONAL SERVICES

a) The Contractor shall provide for additional services when ordered by the Contracting Officer, which are in addition to the services specified as basic services. Orders for additional services may be placed orally by the COTR in the event of an emergency (such as natural flooding of a particular section of the building or other natural or man made crisis (excluding terrorists attacks) that could befall the USCP Facilities). All other orders shall be placed by the Contracting Officer.

b) The Contractor shall be responsible for the first five-hundred dollars (\$500.00) for (each) additional emergency service up to 10 emergencies per year. The Contractor shall be compensated for additional emergency services after the initial five-hundred dollar amount has been used for each emergency. The total number of hours of Additional Services ordered during the initial twelve month period and of any individual option period thereafter is not estimated to exceed 240 person hours per year.

c) This Additional Services provision is intended to be satisfy the Government's short term nonrecurring needs for service. Should a continuing need for additional service arise, a contract modification will be negotiated.

d) The Contractor shall keep an updated emergency call list of company employees at all times who shall be call in case of an emergency.

e) The Contractor MUST be equipped to accept the Government Credit Card for these Additional Services.

f) The Contractor shall respond to all emergencies that occur during off-duty hours within 4 hours of notification from the COTR or their representative. Emergencies that occur during duty hours shall be responded to immediately.

C.19 SNOW REMOVAL

a) **Snow and Ice Clearing:** The Contractor shall be responsible for clearing snow and ice from walkways, landings, entrance ways, steps, etc. These surfaces shall be kept clear of snow, ice and sleet at all times during normal business hours. To prevent a hazardous condition, surfaces which accumulate snow or ice overnight or on weekends, must be free of snow and ice prior to 6:00 AM on the first business day following the start of the storm. The Contractor shall provide all labor, services, materials and equipment, as necessary, for the clearing and removal of snow and ice accumulations.

b) **Contractor Furnished Equipment:** The Contractor shall furnish all necessary labor, supplies, tools and equipment including shovels, snow blowers and other items necessary for the clearing and removal of snow and ice accumulations.

- c) **Chemicals:** Chemicals and/or sand shall be used to reduce safety hazards due to ice and snow. All chemicals used shall applied in accordance with Federal specifications, state/local codes and /or as approved by the COTR. Material Safety Data Sheets shall be provided for each of the chemicals to be used and snow melt materials shall be approved by the COTR prior to use.
- d) **Snow Shoveling/Snow Blowing:** Snow shoveling/snow blowing shall be accomplished by the Contractor to maintain safe passage for access into buildings, approaches, ramps, walkways and entranceways etc. In the event of icy rain or snow, sanding/deicing shall commence to maintain a safe passage on all paved roadways, parking lot walkways, ramps, walkways and entranceways.
- e) **Snow Removal:** The Contractor shall insure that access to fire hydrants, trash bins, loading areas, fencing gate openings and walkways remain clear of snow, ice and sleet at all times.
- f) **Additional Snow/Ice Removal:** Removal of snow/ice build-up from roofs and canopies may be warranted during the snow season. This procedure will be order by the COTR and the contractor will receive instruction relative to the need for this work to be performed.
- g) **Snow/Ice Removal Plan:** Within 30 calendar days after Contract award, the Contractor shall submit a written snow/ice removal plan to the COTR that details the operating plan and procedures which shall be followed to satisfy the requirements identified in this section.

END OF SECTION C

SECTION I

CONTRACT CLAUSES

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SECTION I

CONTRACT CLAUSES

I.1 AOC52.202-1 DEFINITIONS (JUN 2004)

- (a) The term "head of the agency" as used herein means the Committee, Commission, or other authority of the Legislative Branch of the Government having final jurisdiction or supervision over the work involved. The term "other authority" as used in this paragraph includes the Contracting Officer in cases in which he has final jurisdiction or supervision over the work involved.
- (b) The term "Architect" as used herein means the Architect of the Capitol.
- (c) The term "Contracting Officer" as used herein means the Architect of the Capitol or his duly authorized representative.
- (d) The term "his duly authorized representative" as used herein means any person or persons or board authorized to act for the head of the agency within the scope of their authority.
- (e) Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders placed for performance under this contract.

(End of clause)

I.2 AOC52.203-1 ADVERTISING/PROMOTIONAL MATERIALS (JUN 2004)

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- (a) It is the policy of the Congress to discourage contractors providing services and supplies to the Legislative Branch entities, including the Architect of the Capitol, from advertising practices that feature the Capitol and Capitol Complex in a manner in which conveys, or is reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, or any Department, Agency or instrumentality thereof.
- (b) Contractors performing construction services for Legislative Branch entities, including the Architect of the Capitol, are discouraged from capitalizing on their contractual relationships with such entities and shall not engage in advertising practices which convey, or are reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, of any Department, Agency or instrumentality thereof. This includes utilizing, in conjunction with the fact of their contractual relationship, images of the Capitol, any other buildings in the Capitol Complex, or any part of the United States Capitol Grounds in their advertising or promotional materials; and/or publishing or disseminating the aforementioned advertising or promotional materials.
- (c) The Contractor, by signing this contract, agrees to comply with the foregoing and to submit any proposed advertising or promotional copy connected in any manner with this contract and/or the Capitol, other Capitol Complex Buildings, or the United States Capitol Grounds to the Contracting Officer for approval prior to publication.

(End of clause)

I.3 AOC52.204-1 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (JUN 2004)

The Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied doubled-sided on recycled paper and meet minimum content standards when not using electronic commerce methods to submit information or data to the Government.

(End of clause)

I.4 AOC52.215-10 EXAMINATION OF RECORDS (JUN 2004)

(a) The Contractor agrees that the Architect of the Capitol or any duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, have access to and the right to examine any books, accounting procedures and practices documents, papers, records and other data regardless of whether such items are in written form, in the form of computer data or in any other form and other supporting evidence, involving transactions related to this contract or compliance with any clause or certification thereunder.

(b) The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that subcontractor agrees that the Architect of the Capitol or any authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, have access to and the right to examine books, documents, papers, records other data regardless of whether such items are in written form, in the form of computer data or in any other form, and other supporting evidence, involving transactions related to the subcontract or compliance with any clause or certification thereunder.

(c) The term "subcontract" as used in this clause excludes purchase orders not exceeding \$10,000.

(End of clause)

I.5 FAR52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

I.6 AOC52.219-1 UTILIZATION OF SMALL BUSINESS CONCERNS (AUG 2004)

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with all types of small business concerns as determined by the size standards in 13 CFR 121.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to all types of small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

(End of clause)

I.7 AOC52.222-3 CONVICT LABOR (JUN 2004)

In connection with the performance of work under this contract the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, approved September 10, 1965, 18 U.S.C. 4082(c)(2).

(End of clause)

I.8 FAR52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only;
It is not a Wage Determination*

Employee Class		Monetary Wage - Fringe Benefits	
Janitor/Supervisor (WG-2)		\$18.82/hr.	
1.	FERS Benefit		\$3.01
2.	Medicare		.28
3.	Social Security		1.17
4.	Thrift Savings Plan		.94
5.	Life		.09
6.	Health		<u>1.69</u>
		TOTAL	\$26.01
Janitor (WG-2)		\$11.26/hr.	
1.	FERS Benefit		\$1.80
2.	Medicare		.17
3.	Social Security		.70
4.	Thrift Savings Plan		.56
5.	Life		.06
6.	Health		<u>1.01</u>
		TOTAL	\$15.56

Laborer, Grounds Maintenance (WG-3)		\$12.70/hr.	
1.	FERS Benefit		\$2.03
2.	Medicare		.19
3.	Social Security		.79
4.	Thrift Savings Plan		.64
5.	Life		.06
6.	Health		<u>1.14</u>
		TOTAL	\$17.55

(End of clause)

I.9 FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) “Hazardous material” as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (.1) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert “None”)	Identification No.
_____	_____
_____	_____
_____	_____

(If more space is required, attach sheet identified as “Hazardous Materials” and provide both the Material name and Identification Number in the format shown above.)

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award a “Material Safety Data Sheet”, meeting the requirement of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (.b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered non responsible and ineligible for award.

(e) If, after award, there is a change in the composition of the items(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph .d of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

- (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—
 - .i Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
 - .ii Obtain medical treatment for those affected by the material; and
 - .iii Have others use, duplicate and disclose the data for the Government for these purposes.
- (2) To use, duplicate and disclose data furnished under this clause, in accordance with subparagraph .h.1 of this clause, in precedence over any other clause of this contract providing for rights in data.
- (3) The Government is not precluded from using similar or identical data acquired from other sources.

ALTERNATE I (JULY 1995)

(a) Except as provided in paragraph .2 below, the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph .2 of this clause.

- (1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.
- (2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS' in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

I.10 AOC52.223-9 ACCIDENT PREVENTION AND SAFETY AND HEALTH PROGRAMS (SEP 2004)

- (a) The Contractor shall comply with the safety and health standards published in 41 C.F.R. Part 50-205, including any matters incorporated by reference therein.
- (b) The Contractor shall also comply with the regulations issued by the Secretary of Labor pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970, as set forth in Title 29 of the Code of Federal Regulations.
- (c) The Contractor shall bring to the attention of the Architect any work encountered that may involve entry into a suspected confined space as defined by OSHA. A determination will be made by the Architect, and if the area is deemed a permit required confined space, additional protective measures will be needed, per OSHA requirements.
- (d) In the event that conditions on the site pose an imminent danger or threat to the Contractor's workers, the public, Government employees, other persons, or to Capitol complex structures and property of historical significance, the Contracting Officer can verbally order the Contractor to stop work operations in the specified area until said conditions are corrected to the Contracting Officer's satisfaction. The Contracting Officer shall promptly issue a written order to stop the work to the Contractor formalizing the specifics of the verbal stop work order.
- (e) The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(End of clause)

I.11 AOC52.225-1 BUY AMERICAN ACT - SUPPLEMENT (JUN 2004)

In addition to provisions of the above clause entitled, "Buy American Act", the General Provisions of the Legislative Branch Appropriations Act provides in part, as follows:

- (a) It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in the Act should be American-made.
- (b) In providing financial assistance to or entering into any contract with, any entity using funds made available in the Act, the head of each Federal Agency, to the greatest extent practicable, shall provide to such entity a notice describing the statement made in Paragraph (a) above, by the Congress.

I.12 AOC 52.228-2 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (SEP 2004)

- (a) The Contractor shall, at his own expense, provide and maintain during the entire performance of this contract at least the kinds and minimum amounts of insurance as required in this clause.
- (b) Within twenty (20) calendar days after the date of contract award or before commencing work under this contract, whichever is earlier, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. A Certificate of Insurance evidencing the Contractor's compliance with

the requirements of this clause, identifying all policies of insurance and sureties proposed for the provision of liability coverage pertinent to the work of the instant contract, including the endorsement required in this paragraph, and manually countersigned by an authorized representative of the insurance company shall be submitted in accordance with the time frame stated in this paragraph. All policies for liability protection, bodily injury, or property damage shall include the United States of America, acting by and through the Architect of the Capitol, as an additional insured with respect to operations under this contract. Each policy of insurance shall contain the following endorsement, which may be attached as a rider:

"It is understood and agreed that the Contractor's Insurance Company or surety shall notify the Architect of the Capitol, in writing, thirty (30) calendar days in advance of the effective date of any reduction in or cancellation of this policy."

(c) Insurance and required minimum liability limits are:

(1) Appropriate bodily injury and property damage liability insurance, with limits of not less than \$500,000 for each occurrence and \$2,000,000 for annual aggregate, including requirements for protection of hoisting and scaffolding operations, when applicable, and servicing areas adjacent to the building;

(2) Automobile bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property liability insurance, with a limit of not less than \$20,000 for each accident. A combined single limit for these coverages is acceptable; and/or

(3) Workmen's compensation insurance as required by the laws of (1) the District of Columbia for work performed on a Government site located in the District of Columbia; (2) the State of Maryland for work performed on a Government site located in Maryland; or (3) the Commonwealth of Virginia for work performed on a Government site located in Virginia.

(d) The Contractor shall insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work on a Government installation, and shall require subcontractors to provide and maintain the insurance required in this clause. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

I.13 FAR52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

I.14 FAR52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are presently not available for performance under this contract beyond September 30, 2006. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2006, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

I.15 AOC52.232-7 DISCOUNTS (AUG 2004)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday and, for work performed in the District of Columbia, Presidential Inauguration Day, when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

I.16 AOC52.233-1 DISPUTES (JUN 2004)

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the head of the agency involved. The decision of the head of the agency or his duly authorized representative for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this contract as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged; **provided, however**, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this paragraph, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This paragraph does not preclude consideration of questions of law in connection with decisions provided for in Paragraph (a) above. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

(End of clause)

I.17 FAR52.246-20 WARRANTY OF SERVICES (MAY 2001)

(a) *Definition.* "Acceptance", as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) .2 Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within twenty-four (24) hours of use by the Government This notice shall state either:

(1) that the Contractor shall correct or reperform any defective or nonconforming services, or

(2) that the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

I.18 AOC52.203-3 OFFICIALS NOT TO BENEFIT (NOV 2004)

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

(End of clause)

I.19 AOC52.203-4 DISSEMINATION OF CONTRACT INFORMATION (NOV 2004)

Unless otherwise provided in this contract, the Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results of, conclusions made pursuant to, or performance under this contract without prior written consent of the Contracting Officer, until such time as the Government may have released such information to the public.

(End of clause)

I.20 AOC52.203-5 CONFIDENTIALITY REQUIREMENT (NOV 2004)

The Contractor agrees that any information supplied by the Architect to the Contractor shall be considered confidential and/or proprietary, and agrees to hold such information in confidence. The Contractor further agrees not to disclose such information to a third party without the prior written consent of the Architect.

(End of clause)

I.21 AOC52.215-11 AUDITS (JUN 2004)

(a) If the price of this contract is changed through the operation of any of the provisions of this contract, the Contractor, within such reasonable time as the Contracting Officer may direct, shall submit complete and accurate cost and pricing data in support of any claim asserted under such provisions.

(b) With the submission of cost and pricing data the Contractor shall supply the following certification by a duly authorized corporate officer, partner, or owner, as applicable:

"This is to certify that, to the best of my knowledge and belief, the cost and pricing data herewith submitted to the Contracting Officer in support of a price adjustment under Supplement/Claim No. for _____ (identify by description) are accurate and complete and they are current as of _____ (date).

Date of Execution _____

Firm _____

Signature _____

Title _____"

(c) The Contracting Officer in accordance with the FAR clause "Audit and Records - Negotiation", 52.215-2, has the right to examine all books, records, documents and other data of the Contractor or subcontractor in order to evaluate the accuracy, completeness, and currency of cost or pricing data thus submitted. The Contractor shall insert an appropriate provision in all subcontracts for the purpose of making the requirements of this paragraph applicable thereto.

(End of clause)

I.22 AOC52.216-6 UNDEFINITIZED CONTRACT ACTIONS (MAR 2005)

(a) In the event of an urgent situation, the services or supplies may be required on an emergency basis under an undefinitized contract action (emergency task/delivery order, contract modification, or letter contract). The undefinitized contract action may be either verbal, typed, or hand written, with the form of the undefinitized contract action dictated by the access the issuing Contracting Officer has to the AOC network or a computer. If issued verbally, the Contracting Officer shall provide a written confirming document to the location identified by the contractor within 5 calendar days after issuance of the verbal undefinitized contract action. If an undefinitized contract action is issued under an existing contract, the terms and conditions of the contract shall be in effect and automatically incorporated by reference under any undefinitized contract action issued.

(b) The scope of work as originally issued on the contract action will, of necessity, be somewhat broad and general in nature. It is to also be considered as a Notice to Proceed immediately with the work under the undefinitized contract action. An estimated amount for the work to be performed shall be obligated to ensure that reasonable funds are available for payment to the contractor, and an estimated completion date shall be identified on the undefinitized contract action. If the contractor believes the amount of funds obligated or time for completion as stated in the undefinitized contract action are unreasonable, within 30 calendar days after issuance of the written undefinitized contract action the contractor is responsible for notifying the Contracting Officer of this and providing a suggested amount of funds for obligation or time for completion. In no instance shall the contractor's suggested amount of funds for obligation or time for completion be considered as binding to the contractor or the Government in future negotiations. The Government can elect to use the contractor's suggested amount of funds or time for completion as an indication that some additional funds or time for completion may be required and obligated or adjusted, respectively, in order to ensure that reasonably adequate funds are available to pay the contractor for services performed or that the completion time is reasonable .

(c) Within a reasonable amount of time after the issuance of the undefinitized contract action but not later than an estimated 25% of the way through the completion of the work under the undefinitized contract action, an authorized representative of the contractor must meet, either in person or telephonically, with the Contracting Officer to further define the scope of work, negotiate the price, identify a final completion date, and address other activities necessary to definitize the undefinitized contract action. This estimated 25% shall use the best information reasonably available and be based upon (1) an estimate of the amount of work completed relative to the original general scope of work or (2) the amount of payments made relative to the original amount obligated.

(d) Payments can be made from the original amount obligated, but the undefinitized contract action must be definitized before payments exceed 40% of funds originally obligated.

(e) If communications are disrupted to the degree that it is necessary to communicate with the Contracting Officer at their residence or through other devices that do not utilize AOC-owned equipment, i.e., the Contracting Officer's residential telephone line, home address, etc., the contractor shall treat the Contracting Officer's personal information as confidential and shall not divulge the information to any individual or organization, including but not limited to other AOC personnel, without the Contracting Officer's express written permission. If it becomes necessary for the Contracting Officer to communicate with the contractor through means other than the contractor's normal place of business, i.e., the contractor's residential telephone line or home address, the Contracting Officer shall not divulge the information to any individual or organization, including but not limited to other AOC or contractor personnel, without the contractor's express written permission.

(f) For the purposes of this clause, e-mail is considered express written permission.

(End of clause)

I.23 AOC52.232-9 PAYMENT OF INTEREST ON CONTRACTOR CLAIMS (JUN 2004)

(a) If an appeal is filed by the Contractor from a final decision of the Contracting Officer under the Disputes paragraph of this contract, denying a claim arising under the contract, simple interest on the amount

of the claim finally determined owed by the Government shall be payable to the Contractor. Such interest shall be at the rate determined by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97, from the date the Contractor furnishes to the Contracting Officer his written appeal under the Disputes paragraph of this contract, to the date of (1) a final judgement by a court of competent jurisdiction, or (2) mailing to the Contractor of a change order, or a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a contract appeals board.

(b) Notwithstanding Paragraph (a) above, (1) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal, and (2) interest shall not be paid for any period of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing his remedies before a board of contract appeals or a court of competent jurisdiction.

(End of clause)

I.24 AOC52.233-2 CLAIMS FOR EQUITABLE ADJUSTMENTS- WAIVER AND RELEASE OF CLAIMS (JUN 2004)

(a) Whenever the Contractor submits a claim for equitable adjustment under any paragraph of this contract which provides for equitable adjustment of the contract, such claim shall include all types of adjustments in the total amounts to which the paragraph entitles the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change. Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived (1) any adjustments to which it otherwise might be entitled under the paragraph where such claims fail to request such adjustments, and (2) any increase in the amount of equitable adjustments additional to those requested in its claim.

(b) Further, the Contractor agrees that, if required by the Contracting Officer, he will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge the Government, its officers, agents and employees, from any further claims, including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change.

(End of clause)

I.25 AOC52.233-4 DAMAGES FOR DELAY (NOV 2004)

(a) The Architect shall not be obligated or liable to the Contractor for, and the Contractor hereby expressly waives any claims against the Architect on account of, any damages, costs, or expenses, of any nature whatsoever, which the Contractor or his subcontractors at any tier may incur as a result of delays, interferences, disruptions, suspensions, changes in sequence or the like arising from or out of any act or omission of the Architect, it being understood and agreed that the Contractor's sole and exclusive remedy in such event shall be an extension of the contract time, but only in accordance with the provisions of the Contract Documents.

(b) To the extent that any other provision of this contract is inconsistent with the provisions of this article such other sections will be superseded hereby with respect to the issue of delay damages.

(End of clause)

I.26 AOC52.245-2 GOVERNMENT-FURNISHED PROPERTY (NOV 2004)

(a) For the purposes of this clause, Government-furnished “property” includes cell phones and telephones, personal digital assistants, computers (including laptops), electronic devices, services such as network access, tools, furnished space, storage, utilities, furnishings, equipment, and any other item or service provided by the AOC to the contractor.

(b) No AOC equipment or property can be provided under this contract unless specifically negotiated as part of the award price. If, after contract award, it becomes necessary or advisable to issue AOC property to the contractor, the contract price shall be reduced by a reasonable amount that reflects the price the contractor would pay if providing the property.

(c) The Contracting Officer’s Technical Representative (COTR) for this contract is responsible for coordinating the issuance and return of Government-furnished property.

(d) Any Government-furnished property provided to the contractor for use during performance of this contract shall be issued to the contractor’s representative and recorded on AOC Form 1423, AOC PROPERTY ISSUED TO CONTRACTORS. The contractor’s representative shall be responsible for the ensuring the proper care and use of the Government-furnished property, whether used by the contractor representative or another contractor employee. Government-furnished property provided by the AOC can be used only for the conduct of official business on behalf of the AOC. The contractor is specifically prohibited from using AOC-furnished property for personal use or to conduct operations that benefit other Government agency contracts or other contractor activities that do not directly support AOC contracts.

(e) All information technology property that requires interface or connection to the AOC network must be provided by the AOC. The use of non-AOC IT property that requires interface or connection to the AOC network is strictly prohibited.

(f) All contractor employees who require access to the AOC network or who are issued a personal digital assistant must complete and sign the “Non-disclosure Agreement for Contract Employees Conditional Access to Sensitive but Unclassified Information for The Architect of The Capitol” before access will be granted. The COTR is responsible for providing the non-disclosure agreements to the AOC Office of Information Resources Management.

(g) All Government-furnished property shall be returned by the contractor to the COTR in the same condition as issued, with allowances for wear and tear that occurs with reasonable care and use. Failure to return Government-furnished property or the return of Government-furnished property that has not been properly maintained and used may result in a reduction to the contract price that reflects the market replacement value of the property or the market price to repair or restore the property to its condition when issued to the contractor.

(End of clause)

I.27 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses: www.gsa.gov or www.govcon.com

<u>CLAUSE TITLE</u>	<u>DATE</u>	<u>FAR REFERENCE</u>
GRATUITIES	APR 1984	52.203-3
COVENANT AGAINST CONTINGENT FEES	APR 1984	52.203-5
RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995	52.203-6
AUDITS AND RECORDS - NEGOTIATED	JUN 1999	52.215-2
OPTION TO EXTEND SERVICES (30 days)	NOV 1999	52.217-8
WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC 1996	52.222-20
EQUAL OPPORTUNITY	APR 2002	52.222-26
EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	DEC 2001	52.222-35
AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998	52.222-36
EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001	52.222-37
SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY 1989	52.222-41
FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	MAY 1989	52.222-43
FAIR LABOR STANDARDS ACT OF AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT	MAY 1989	52.222-44
DRUG-FREE WORKPLACE	MAY 2001	52.223-6
BUY AMERICAN ACT - SUPPLIES	JUN 2003	52.225-1
FEDERAL, STATE AND LOCAL TAXES	APR 2003	52.229-3
EXTRAS	APR 1984	52.232-11
ASSIGNMENT OF CLAIMS	JAN 1986	52.232-23
PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984	52.237-2
BANKRUPTCY	JULY 1995	52.242-13
CHANGES--FIXED-PRICE w/(Alternate II)	AUG 1987	52.243-1
	APR 1984	
PERMITS, AUTHORITIES, OR FRANCHISES	JAN 1997	52.247-2
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY 2004	52.249-2
DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984	52.249-8

END OF SECTION I

.3 Your proposed on-site staffing plan, listing the number of employees proposed to be provided, and your method of assuring that the services required by this RFP are adequately and consistently provided by qualified personnel. Personnel qualifications include the ability to effectively communicate with the general public as well as with other members of your staff.

.2 Factor 2 - Management Approach -

.1 The offeror shall provide information regarding your corporate staff resources, how they are organized, and the proposed methods of interfacing with and providing any needed support to your proposed Supervisor(s)/Project Manager for the work of this RFP.

.2 The offeror shall provide information sufficient to allow the Government to evaluate your qualifications, and those of your proposed Supervisor(s)/Project Manager the services required by this solicitation including: lines of authority and responsibility for the performance of the work; relevant personnel practices, including a discussion of hiring and promotion policies and procedures; management controls over the workforce; how your management techniques can be expected to identify and correct performance problems.

.3 The offeror shall provide a management plan that demonstrates their firm's ability to manage multiple facilities at the same time without difficulty. Describe functions, responsibilities and authorities for performing such duties as overall project management, site superintendence, scheduling and administration. Describe how your firm will be capable of responding to Government requirements and emergency response requirements specified in contract.

.3 Factor 3 - Key Personnel (Supervisor(s)/Contract Job Manager) -

.1 The offeror shall provide resume for the key personnel. Resume should document recent and relevant experience (within the past five years) in the management of similar projects of this size and scope, shall be a maximum of four pages, include beginning and ending month and year for each job, and include the following information:

.1 A list of projects and the level of involvement,

.2 List relevant education, training and skills.

.3 A list of five references who can provide appropriate feedback about the quality of performance and technical capabilities. Include a contact name, company, address and current telephone number.

.4 Position and years with the Offeror.

.4 Factor 4 - Corporate Experience - (General Contractor/Major Subcontractors) -

.1 Provide descriptions of current or recently completed contracts performed by the offeror, and any proposed major subcontractors (if any), within the past five years, which shall include descriptions of successfully managed contracts for at least three (3) relevant projects (see L.8.1.5.1 of this section). Each project shall include at a minimum of the following information:

.1 a project identification, location;

.2 contracting agency/owner identification and address;

SECTION M

EVALUATION FACTORS FOR AWARD

M.1 PROPOSAL EVALUATION CRITERIA - SOURCE SELECTION PROCEDURES

(a) The evaluation criteria to be used by the Contract Officer for the selection of a contractor to perform the work specified are defined below. The criteria are divided into technical and price categories which consist of subsections corresponding to those in the article entitled “INSTRUCTIONS FOR PREPARING THE TECHNICAL PROPOSAL” and the article entitled “INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL” in Section L. The technical criteria are considered by the Architect to be generally more important than price criteria. However, as the difference in technical merit between the proposals becomes less significant, the relative importance of the price will increase.

(b) **TECHNICAL CRITERIA.** Each offeror’s proposal will be evaluated in accordance with the technical criteria listed below to determine whether it is responsive to the requirements of the RFP and are therefore acceptable. Technical criteria are listed below in descending order of importance:

(1) **Technical Approach.** The offeror’s technical approach will be evaluated to determine if the proposed plans for scheduling and carrying out the work are efficient and effective.

(1) The proposed listing of chemicals/supplies will be evaluated to determine if it is complete relative to the requirements of the solicitation and if the proposed chemicals/supplies are appropriate for the proposed uses.

(2) The proposed listing of tools and equipment will be evaluated to determine if it is complete relative to the requirements of the solicitation and if the proposed tools and equipment are appropriate for the proposed uses.

(3) The proposed staffing plan will be evaluated to determine whether the proposed number of employees and the skill mix / qualifications of those employees are appropriate, and will assure the efficient completion of the work. The proposed staffing plan will also be evaluated to determine whether duty assignments are comprehensive and realistic.

(2) **Management Approach.** The offeror’s management approach will be evaluated to determine whether the proposed plan for your corporate organization of staff resources are efficient and effective.

(1) Proposals will be evaluated to determine the effectiveness of the corporate staff resources in interfacing with and providing support to the Contract Job Manager and supervisors.

(2) Proposals will be evaluated to determine whether appropriate delegations of authority are provided to the Project Manager and supervisors to allow them to efficiently perform the contract. Proposals will also be evaluated to determine the degree of effectiveness of the proposed management approach including relevant personnel practices; management controls over the workforce; and management techniques to identify and correct performance problems.

(3) Proposals will be evaluated to determine the effectiveness of the firm’s management plan in relation to managing multiple facilities at the same time and responding to routine contract requirements as well as emergencies.

(3) **Key Personnel Qualifications.** The resume of your proposed Contract Job Manager/Supervisors will be evaluated to determine the level of his/her qualifications to manage the services required by this solicitation. Higher scores will be assigned to those offeror's whose proposed personnel have the most relevant education, training and skills. The resume will also be evaluated to determine the extent of successful participation in similar projects within the past five years, taking into consideration degree of client satisfaction for each project. Higher scores will be given to offerors whose Contract Job Manager's relevant experience is extensive and whose past performance has been highly successful.

(4) **Corporate Experience - (General Contractor/Major Subcontractors)** The offeror's and its proposed subcontractor's experience will be evaluated to determine the extent of its experience relevant to this requirement during the last five years. Higher scores will be given to offerors whose experience is most extensive in the janitorial policing using the same materials and similar tasks specified for this requirement.

(5) **Past Performance.** The offeror's past performance will be evaluated to determine the extent of successful completion of similar projects within the past five years, taking into consideration timeliness and degree of client satisfaction for each project. Higher scores will be given to offerors whose past performance has exhibited the most success on similar projects. In investigating the offeror's past performance, the Government will consider references submitted by the offeror and may consider information from other sources.

(6) **Quality Control Procedures.** The offeror's quality control procedures will be evaluated to ensure that the Quality Control Manager (QCM), is separate from the Contract Job Manager to determine if the methods and techniques are effective in the detection of deficiencies, and efficient in correcting deficiencies. The resume of your proposed QCM will be evaluated to determine the level of his/her qualifications to manage the quality services required by this solicitation. The offeror's proposal will be evaluated to determine the frequency, thoroughness and means of documentation.

(c) **PRICE CRITERIA.** The Government will evaluate the price proposals of all firms found technically qualified. Price criterion measure not only actual dollars but also analyze the reasonableness of the Offeror's proposed price and its position in the range of all prices.

M.2 AOC52.215-5 CONTRACT AWARD - SOURCE SELECTION PROCEDURES (JUN 2004)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The Government may—

(1) Reject any or all offers if such action is in the public interest;

(2) Accept other than the lowest offer; and

(3) Waive informalities and minor irregularities in offers received.

(c) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range

exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(d) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the offer.

(e) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer as provided in Paragraph (d) of this provision), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

(f) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

(g) The Government may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(End of provision)

END OF SECTION M

<u>LOCATION</u>	<u>FREQUENCY</u>	<u>TASK</u>
STAIRWELLS AND LANDINGS	Daily	Surfaces shall be free of dust, dirt, spillages, and other removable soil substances. Carpeted surfaces shall be free of obvious dirt, dust, spots, and spillages.
<u>TRASH/DEBRIS</u>	Daily	All trash, debris, and materials generated in and around the building shall be collected and moved to the designated areas specified by the COTR. Bags of trash, debris or recyclable material shall not be left in the public areas.
<u>DOORS</u>	Daily	Surfaces shall be cleaned and free of dirt, marks, or foreign matter. All glass surfaces shall be maintained clean and free of dirt, dust, and water spots.
<u>G R O U N D S MAINTENANCE AND PARKING LOT AREAS</u>	Daily	<p>The Contractor shall police parking lot areas. The areas shall be clean of all dirt and trash. No dirt shall be left where sweepings were picked up. Performance of work shall be completed to the satisfaction of the COTR.</p> <p>Raking and pickup of leaves from roadways, sidewalks and green areas.</p> <p>Pickup fallen branches from trees.</p> <p>Debris removal and disposal: All branches, cuttings, clippings, leaves, sticks, rocks, cans, paper, cartons, and bottles, etc. are to be removed from the area. Debris removal is to be performed to prevent unsightly accumulation. All debris collected by the Contractor in conjunction with this contract shall be placed in the dumpster located on site. Furthermore, disposal of debris resulting from work issued under "Additional Services" will be dealt with on a case by case basis.</p>
<u>TRASH/SOLID WASTE REMOVAL REQUIREMENT SERVICE</u>	Daily	The Contractor shall be responsible for all trash and solid waste removal from all USCP facilities as stated above.

LOCATION

FREQUENCY

TASK

12. STAIRWELLS AND LANDINGS

.1 Surfaces shall be free of dust, dirt, spillages, and other removable soil substances. Carpeted surfaces shall be free of obvious dirt, dust, spots, and spillages.

13. TRASH/DEBRIS

.1 All trash, debris, and materials generated in and around the building shall be collected and moved to the designated areas specified by the COTR. Bags of trash, debris or recyclable material shall not be left in the public areas.

14. WALLS AND WALL COVERINGS

.1 Obvious signs of dust, smudges, and marking shall be removed from all surfaces. There shall be no cobwebs, accumulation of dust, or soil substances on walls.

**CUSTODIAL AND RELATED SERVICES FOR THE UNITED STATES
CAPITOL POLICE FACILITIES, WASHINGTON, D.C.
RFP No. 050083**

QUESTIONS AND ANSWERS

Question 1: In Section C.8(h), is the contractor going to be responsible for replacing the paper towel dispensers? And if so, how many would be required annually?

Answer: The Government will be responsible for replacing damaged paper towel dispensers when needed.

Question 2: Please clarify Section C.1(e), daily services is defined as 1 or more services per 8-hour period. If a facility is open 24 hours/day, are services provided 3 times over a 24 hour period?

Answer: At the present time, the Contractor is not required to work in our facilities 24 hours/day. However, if the requirements change and the USCP needed 24 hour/day cleaning services, then the Contractor would be required to perform the daily services 3 times over a 24 hour period.

Question 3: Is the USCP offsite delivery warehouse open 5 days a week? Are all the other facilities listed in attachment J.5 open 7 days a week?

Answer: At the present time the offsite delivery warehouse is only open 5 days/week. The headquarters facility is the only facility that is open 24 hrs./7 days a week. However, in cases of emergency, the Contractor could be asked to service all of the USCP facilities 24 hrs./7 days a week.

Question 4: Will the contractor be provided with an office space and break room?

Answer: The Contractor will have an office space at the headquarters facility. There are break rooms available in several facilities.

Question 5: Can the AOC provide a description of snow removal requirements? And the number of likely events per year?

Answer: Specifications for snow removal services are included with Amendment #002.

Question 6: Referring to Attachment J.1, under Trash Removal, can the AOC provide information on the number and sizes of dumpsters and /or compactors at each

facility that the Contractor would provide pickup service for?

Answer: **We have a 4 yard dumpster at the K-9 facility, the only unit we have. The Contractor shall be responsible for pick-up service.**

Question 7: Do any of the Capitol Police facilities and kiosks require weekends/holiday services?

Answer: **No**

Question 8: Is an “Emergency Work Order (EWO)”, bottom of page 9, the same as “Additional Services” on page 18? They both reference \$500.00 up to 10 per year ...etc.

Answer: **Yes, they are both the same.**

Question 8: Is there a response time requirement for emergency work that occurs when custodial staff are off-duty? In actuality, about how often is this service utilized?

Answer: Response time for emergencies shall be no more than 4 hours after contractor receives notification of the emergency as noted in Section C.18.f. As emergencies are unpredictable, we cannot give an estimated number of occurrences that may happen during any given period.

**CUSTODIAL AND RELATED SERVICES FOR THE UNITED STATES
CAPITOL POLICE FACILITIES, WASHINGTON, D.C.
RFP No. 050083**

**PRE-PROPOSAL MEETING
Monday, September 19, 2005**

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